

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

	)	Chapter 11
In re:	)	
	)	Case No. 22-90168 (MI)
CINEWORLD GROUP PLC, <i>et al.</i> , <sup>1</sup>	)	
	)	(Jointly Administered)
Debtors.	)	
	)	<b>Re: Docket No. _____</b>

**ORDER (I) AUTHORIZING  
(A) REJECTION OF CERTAIN UNEXPIRED LEASES OF  
NON-RESIDENTIAL REAL PROPERTY AND (B) ABANDONMENT  
OF CERTAIN PERSONAL PROPERTY, IF ANY, EACH EFFECTIVE  
AS OF THE REJECTION DATE, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), (a) authorizing the Debtors to (i) reject certain Leases listed on **Schedule 1** to this Order and (ii) abandon certain Personal Property that may be located at the Premises, each effective as of the Rejection Date (as defined below), and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declarations; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the

<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/cineworld>. The location of Debtor Cineworld Group plc's principal place of business and the Debtors' service address in these chapter 11 cases is: 8th Floor Vantage London, Great West Road, Brentford, England, TW8 9AG, United Kingdom.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”), if any; and this Court having determined that the legal and factual bases set forth in support of the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Leases listed on **Schedule 1** attached hereto are rejected under section 365 of the Bankruptcy Code effective as of the later of (a) the rejection date listed on **Schedule 1** and (b) the date the Debtors relinquish control of the Premises by notifying the affected landlord of the Debtors’ surrender of the Premises and turning over keys, key codes, and security codes, if any, to the affected landlord (the “Rejection Date”).

2. The Debtors are authorized to abandon any Personal Property located at the Premises identified on **Schedule 1** attached hereto free and clear of all liens, claims, encumbrances, interests, and rights of the Debtors and third parties. The applicable counterparty to each Lease may keep and/or dispose of such Personal Property in its sole and absolute discretion without further notice or liability to any party holding any liens, claims, encumbrances, interests, and rights in such abandoned Personal Property. The automatic stay, to the extent applicable, is modified to allow for such utilization or disposition.

3. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors’ or any other party in interest’s right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or

admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) other than as set forth herein and on **Schedule 1** attached hereto, a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) other than as set forth herein, a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

4. Notice of the Motion as set forth therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

5. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

6. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: \_\_\_\_\_, 2022

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MARVIN ISGUR  
UNITED STATES BANKRUPTCY JUDGE

**Schedule 1****Leases to Be Rejected<sup>1</sup>**

<b>Theatre ID</b>	<b>Theatre Name</b>	<b>Theatre Address</b>	<b>Debtor Counterparty</b>	<b>Counterparty Name</b>	<b>Counterparty Address</b>	<b>Contract Description</b>	<b>Rejection Date</b>
147	Village Park Stadium 17	2222 East 146th Street Carmel, IN 46033	REGAL CINEMAS, INC.	Village Park Plaza, LLC	c/o Washington Prime Group 180 East Broad Street Attn: General Counsel Columbus, OH 43215	Lease Agreement	1/31/2023
299	Henrietta Stadium 18	525 Marketplace Dr. Rochester, NY 14623	REGAL CINEMAS, INC.	Realty Income Corporation	11995 El Camino Real Attn: Legal Department San Diego, CA 92130	Lease Agreement	1/31/2023
331	South Sound Cinema 10	1435 Olney Ave. SE Port Orchard, WA 98366	REGAL CINEMAS, INC.	Vine Street Investors, LLC	516 N. Olympic Attn: J. Brent McKinley, Registered Agent Arlington, WA 98223	Lease Agreement	1/31/2023
393	Niagara Falls Stadium 12	720 Builders Way Niagara Falls, NY 14304	REGAL CINEMAS, INC.	Beartree Partners, LLC	6632 Telegraph Road #193 Attn: Lauren or Jon Goldstein Bloomfield Hills, MI 48301	Lease Agreement	1/31/2023
633	Fox Tower Stadium 10	846 S.W. Park Ave. Portland, OR 97205	EASTGATE THEATRE, INC.	Fox Tower Building LLC	760 SW 9th Ave., Suite 2250 Portland, OR 97205	Lease Agreement	1/31/2023
706	Citrus Park Stadium 20	7999 Citrus Town Center Park Mall Tampa, FL 33625	REGAL CINEMAS, INC.	Citrus Park Mall Owner, LLC	Attn: James M. Hull c/o Hull Property Group, LLC 1190 Interstate Parkway Augusta, GA 30909	Lease Agreement	1/31/2023
723	Town Center Stadium 16 - Port Charlotte	1441 Tamiami Trail, Unit 701 Port Charlotte, FL 33948	REGAL CINEMAS, INC.	RSS WFRBS2011-C2-FL PCM, LLC	Centennial Advisory Services, LLC 8750 N. Central Expressway, Suite 1740 Dallas, TX 75231	Lease Agreement	1/31/2023

<sup>1</sup> For the avoidance of doubt, the Leases referenced herein include any amendments or modifications thereto.

Theatre ID	Theatre Name	Theatre Address	Debtor Counterparty	Counterparty Name	Counterparty Address	Contract Description	Rejection Date
736	Stadium 22 @ Austell	2480 East - West Connector Rd. Austell, GA 30106	REGAL CINEMAS, INC.	Realty Income Properties 11, LLC	11995 El Camino Real Attn: Legal Department San Diego, CA 92130	Lease Agreement	1/31/2023
1026	Ontario Palace Stadium 22 IMAX & RPX	4900 East 4th Street Ontario, CA 91764	EDWARD THEATRES, INC.	3503 RP Ontario 4th Street, LLC	c/o Retail Properties of America, Inc. 2021 Spring Road, Suite 200 Attn: President - Western Division Oak Brook, IL 60523	Lease Agreement	1/31/2023
1130	Continental Stadium 10 & RPX	3635 S. Monaco Pkwy Denver, CO 80237	REGAL CINEMAS, INC.	Realty Income Corporation	11995 El Camino Real Attn: Legal Department San Diego, CA 92130	Lease Agreement	1/31/2023
1138	East Hampton Cinema 6	30-38 Main Street East Hampton, NY 11937	UNITED ARTISTS THEATRE CIRCUIT, INC.	FROG Co., LLC	101 West 55th Street Attn: Al Berkowitz New York, NY 10019	Lease Agreement	1/31/2023
1267	Parkway Place Stadium 10	1075 Parkway Blvd. Flowood, MS 39232	UNITED ARTISTS THEATRE CIRCUIT, INC.	Flowood Quarter, LLC	Attn: R. Cratin Luckett, Jr. 10 Lakeland Circle Jackson, MS 39216	Lease Agreement	1/31/2023
1315	Denver Pavilions	500 16th St. #310 Denver, CO 80202	REGAL CINEMAS, INC.	Denver Pavilions OwnerCo LLC	Gart Properties, LLC 299 Milwaukee St., Suite 500 Denver, CO 80206	Lease Agreement	1/31/2023
1331	Staten Island Stadium 16 & RPX	2474 Forest Ave. Staten Island, NY 10303	UNITED ARTISTS THEATRE CIRCUIT, INC.	30 West Pershing, LLC	c/o EPR Properties 909 Walnut, Suite 200 Attn: Lease Administration Kansas City, MO 64106	Lease Agreement	1/31/2023
1419	Bricktown Charleston 10	165 Bricktown Way Staten Island, NY 10309	REGAL CINEMAS, INC.	Bricktown Pass, LLC	c/o Blumenfeld Development Group, Ltd. 300 Robbins Lane Attn: Mr. David Blumenfeld Syosset, NY 11791	Lease Agreement	1/31/2023
1440	Grand Parkway 22 & RPX	7301 West Grand Pkwy. South Richmond, TX 77407	REGAL CINEMAS, INC.	30 West Pershing, LLC	c/o EPR Properties 909 Walnut, Suite 200 Attn: Lease Administration Kansas City, MO 64106	Lease Agreement	1/31/2023

Theatre ID	Theatre Name	Theatre Address	Debtor Counterparty	Counterparty Name	Counterparty Address	Contract Description	Rejection Date
1446	Warren Old Town 7	353 N Mead St. Wichita, KS 67202	REGAL CINEMAS, INC.	30 West Pershing, LLC	c/o EPR Properties 909 Walnut, Suite 200 Attn: Lease Administration Kansas City, MO 64106	Lease Agreement	1/31/2023
1451	Cinebarre Greenwood Plaza	8141 E Arapahoe Rd. Englewood, CO 80112	CINEBARRE, LLC	Realty Income Properties 15, LLC	11995 El Camino Real Attn: Legal Department San Diego, CA 92130	Lease Agreement	1/31/2023
1640	Permian Palace Stadium 11 & IMAX	4101 E 42nd St. Odessa, TX 79762	HOLLYWOOD THEATERS, INC.	MCM Properties, Ltd.	700 North Grant, 6th Floor Attn: John Bushman Odessa, TX 79761	Lease Agreement	1/31/2023
1762	Broward Stadium 12 & RPX	8000 W Broward Blvd. Plantation, FL 33388	REGAL CINEMAS, INC.	RSS UBSBB2013- C6-FL	c/o Pacific Retail Capital Partners 100 N. Pacific Coast Highway Suite 1925 El Segundo, CA 90245	Lease Agreement	1/31/2023
1773	Great Northern Mall Stadium 10 & RPX	450 Great Northern Mall North Olmsted, OH 44070	REGAL CINEMAS, INC.	WEA Great Northern Mall, LLC	c/o Pacific Retail Capital Partners 100 N. Pacific Coast Highway Suite 1925 El Segundo, CA 90245	Lease Agreement	1/31/2023
1808	Jack London Stadium 9	100 Washington St. Oakland, CA 94607	REGAL CINEMAS, INC.	Dow-Pac Properties	914 Dewing Avenue Lafayette, CA 94549	Lease Agreement	1/31/2023
1816	Stockton Holiday Cinema 8	6262 N. West Ln. Stockton, CA 95210	REGAL CINEMAS, INC.	Dow-Pac Properties	914 Dewing Avenue Lafayette, CA 94549	Lease Agreement	1/31/2023